

EXHIBIT "B"

CATALINA STANDARD CONTRACT TERMS AND CONDITIONS

EXCEPT ONLY as and to the extent specifically otherwise provided in a contract to which these CATALINA MARKETING SALES CORPORATION STANDARD CONTRACT TERMS AND CONDITIONS are attached and incorporated into, the following provisions apply to this transaction.

PARTIES

As used herein, "Catalina" shall mean Catalina Marketing Sales Corporation; and "**Non-Catalina Party**" shall mean any and all parties to the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached and incorporated.

PRODUCT CATEGORIES

Non-Catalina Party acknowledges that the definition of product categories and sub-categories and the determination as to whether to add, delete, modify or discontinue product categories or sub-categories, and the determination of related fees hereunder, and the method for such determination, in each case, is within the sole discretion of Catalina. The Non-Catalina Party shall not be entitled to rely on any representation, statement, instrument, or agreement to the contrary, except as may be specifically set forth within the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached. Without limiting the generality of the foregoing, Catalina shall have no liability to the Non-Catalina Party with regard to category or sub-category policies or practices of Catalina.

PRODUCT CATEGORY EXCLUSIVITY

There is NO Product Category exclusivity except as and to the extent may be otherwise specifically provided within the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached.

COMPLIANCE WITH LAW

Each party represents, warrants and covenants that it will comply with all applicable federal, state and local statutes, regulations and rules in connection with the performance by it of the terms of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached.

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CATALINA INTELLECTUAL PROPERTY

The Non-Catalina Party acknowledges the exclusive ownership, right, title and interest of Catalina (directly or indirectly) in and to the trademarks and servicemarks, and the patents, copyrights and software (in each case whether or not registered) encompassed by the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached; and the Non-Catalina Party acknowledges that nothing within the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached is intended to transfer any ownership, rights, title or interest in such properties to the Non-Catalina Party. The Non-Catalina Party will not at any time do or cause to be done any act or thing contesting or impairing in any way any such right, title and interest.

The Non-Catalina Party shall not, and shall not permit any employee or other agent to, use Catalina's equipment, software, trademarks, trade names, service marks, licenses, patents, trade secrets or other intellectual property or other property for any purpose or activity except as expressly authorized or contemplated by the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached.

CATALINA SOFTWARE

Any and all software furnished by Catalina to the Non-Catalina Party ("**Catalina Software**") remains at all times the sole and exclusive property of Catalina and nothing hereunder is intended to convey, transfer, or assign any rights to such Catalina Software. Under no circumstances shall any Non-Catalina Party be permitted to copy, assign, transfer, relocate (except with 10-days prior notice and written consent bearing an original signature of an officer of Catalina), sublicense, sell, modify or change any of the said Catalina Software furnished to the Non-Catalina Party pursuant to the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached, or any addition, modifications, improvements, supplements or enhancements to the said Catalina Software or related thereto subsequently furnished to the Non-Catalina Party. The Non-Catalina Party shall not permit any access to, or use or inspection of, the said Catalina Software by any third party.

If the Non-Catalina Party closes, sells or otherwise transfers to any third party, or endures the involuntary sale or transfer (by operation of law or otherwise) to any third party of, a business location where Catalina Software is installed, the Non-Catalina Party shall notify Catalina in writing of the occurrence of any of the above events thirty (30) days prior to such event so that Catalina may have access to and may remove, in its sole discretion, any or all of the Catalina Software and hardware and other property installed, located and stored at such location; further, any permitted use of the Catalina Software shall immediately cease and terminate at that location. Nothing in the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached prohibits the Non-Catalina Party from selling, transferring or closing any retail outlets that are equipped with the Catalina Software or hardware.

CATALINA TRADEMARKS

Prior to the termination of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached, provided the Non-Catalina Party is not in default of said contract, the Non-Catalina Party may use those trademarks of Catalina listed or referenced contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached in promotional materials relating to the subject matter of the said contract, as may be approved in advance in writing by Catalina.

However, nothing in the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached is to be construed to convey any other right, including no right to sell, transfer, assign, associate with or otherwise use any of Catalina's trademarks, trade names or service marks without the prior written consent of Catalina.

Upon the termination of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached the Non-Catalina Party shall immediately cease any use, advertising or promotion of Catalina's name, and of any and all Catalina trademarks, and any related service mark, trademark or trade name.

WARRANTY LIMITATION/DISCLAIMER

Catalina makes no warranties (other than warranties expressly set forth in the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached) including without limitation any with respect to Catalina Software or the documentation supplied with it or Catalina Equipment, its quality, performance, merchantability or fitness for any particular purpose. Catalina shall not be liable for any direct, indirect, incidental or consequential damages resulting from any defect in the Catalina Software or Catalina Equipment (even if Catalina has been advised of the possibility of such damages) or for breach of in the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached.

FAILURE TO PERFORM

Delay or failure to comply with the provisions of this Agreement by either party shall be excused only to the extent that such delay or failure shall have been caused by an Act of God, or by any of the following conditions if serious enough in nature to prevent the performance of this agreement: strike or other labor difficulty, war or war condition, civil commotion, fire flood, or any disaster beyond the control of the party whose performance shall have been delayed or prevented thereby.

NOTICES

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Invoices from Catalina to the Non-Catalina Party, and payments of said Invoices, may be sent by First Class Mail to the addresses of the respective parties set forth within the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached.

Notices (other than the aforesaid invoices and payments) from one party to the other party under the said contract shall be effective if made in writing and dispatched *simultaneously* by both telecopy and by certified mail, return receipt requested, and shall be deemed received as of the date of actual receipt thereof; provided however, if the certified mail duplicate is refused or otherwise returned by the United States Postal Service as not delivered, then the notice shall be deemed received as of the date of mailing. All notices shall be sent as follows:

IF to Catalina:

Catalina Marketing Sales Corporation
11300 9th Street North
St. Petersburg, FL 33716
Attn.: Executive Vice President
FAX (813)579-5297

IF to Non-Catalina Party:

As listed on the first page of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached, to the attention of the President or Executive Vice President, at the election of Catalina; with the FAX number to be as determined by Catalina, unless otherwise provided to Catalina.

Either party may change the address for giving notices by so notifying the other party hereto in accordance with the foregoing.

WARRANTY LIMITATION

Neither Catalina nor any of its subsidiaries or affiliates shall be liable to the Non-Catalina Party or any of its subsidiaries or affiliates for any consequential, incidental, direct or indirect costs, expenses, liabilities or damages for failure to perform or for breach of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached or otherwise (including, without limitation, lost profits or such costs, expenses, liabilities or damages relating to product roll-out or other promotional programs). THE NON-CATALINA PARTY EXPRESSLY UNDERSTANDS AND AGREES THAT CATALINA MAKES NO WARRANTIES OF ANY KIND OR TYPE REGARDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

CONFIDENTIALITY

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In rendering its services under the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached, Catalina may from time to time be exposed to and furnished with certain of the Non-Catalina Party's information, materials, and data which are considered by the Non-Catalina Party as confidential; as a condition precedent for any such to be considered as "Confidential" hereunder, it must be in written form, conspicuously marked as "Confidential", and shall NOT include any information which is at the time of disclosure in the public domain, or subsequently comes into the public domain other than through the act or neglect of Catalina; or which is disclosed to Catalina by a third party having a right to so disclose; or is already known to Catalina. Catalina shall keep confidential and not make known to anyone any of that information, material or data, either during the term of the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached without prior written permission from the Non-Catalina Party.

INDEPENDENT CONTRACTOR

All parties to the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached have the status as "independent contractor" as to all other parties thereto, and no authority to hire any person on behalf of any other party, and the employees and agents of any party will not be considered or construed as being employees of any other party. No such party will, and has no authority to, enter into any contract or agreement in the name of or on behalf of any other party. No party will, expressly or by implication, suggest to any third party that it has any relationship with any other party other than that of an independent contractor, nor that it has any authority to enter into agreements or contracts on behalf of, or in the name of, any other party.

ASSIGNMENT

Neither the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached, nor any partial performance thereunder, shall be assigned or transferred nor any part delegated by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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ARBITRATION

Any dispute, controversy or claim arising out of or relating to the contract to which these CATALINA STANDARD CONTRACT TERMS AND CONDITIONS are attached , or the breach thereof, shall be settled exclusively by binding arbitration in accordance with the Rules of the American Arbitration Association (the "AAA"), and judgment upon the award(s) rendered by the Arbitrator may be entered in any court having jurisdiction thereof. If the amount in controversy is less than \$100,000.00, then a single arbitrator shall resolve the dispute, the said arbitrator to be selected in accordance with the rules of the AAA. If the amount in controversy exceeds such amount, then the party invoking the arbitration shall have the right, but not the obligation, to demand that a panel of three arbitrators shall resolve the dispute. The selection of such three arbitrator panel shall be made pursuant to the following procedure:

- A.The AAA shall deliver to the parties a list of 10 prospective arbitrators.
- B.Each party shall have the right to select one arbitrator from such list.
- C.Those two arbitrators selected by the parties shall then select a third arbitrator from that list.

The location of the arbitration proceedings shall be selected upon written agreement between the parties. If no written agreement as to location is reached within ten days of arbitration having been invoked, then such location shall be at St. Petersburg, Florida. The costs of arbitration, including attorneys fees and expenses incurred by the parties, shall be borne by the parties as determined by the arbitrator(s). The laws of the State of Florida will apply in resolving the dispute. The arbitrator(s) shall have the sole discretion to determine the nature, extent and scope of discovery in the arbitration.

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